

Thomas M. Lenney (TML 2867)
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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

CHARLES PROVINI,

Plaintiff,

v.

PARADIGM GLOBAL ADVISORS,
LLC,

Defendant.

Civil Action No.:

COMPLAINT

Plaintiff Charles Provini (hereinafter "Provini"), by way of Complaint
against the above-named defendant, alleges as follows:

PARTIES

1. Provini is, and at all times relevant to the claims set forth herein was, a resident of the State of New Jersey residing at 47 Club Way, Red Bank, New Jersey.
2. Defendant Paradigm Global Advisors, LLC (hereinafter "Paradigm") upon information and belief, is, and at all times relevant to the claims set forth herein was, a Delaware limited liability company whose principal office is located at 650 Fifth Avenue, 17th Floor, New York, New York.

JURISDICTION AND VENUE

3. This Court has original jurisdiction over this action based on diversity and amount in controversy pursuant to 28 U.S.C. § 1332.

4. Venue is properly laid in this District pursuant to 28 U.S.C. § 1391(a) and (c).

5. Paradigm is the asset allocation and investment advisory arm of the Paradigm Group of Companies, a worldwide hedge fund conglomerate. Paradigm is a Securities Exchange Commission (“SEC”) registered investment advisor and also is registered with the Commodity Futures Trading Commission (“CFTC”) as a Commodity Pool Operator and Commodity Trading Advisor and is a member of the U.S. National Futures Association.

6. Paradigm does business throughout the United States as well as extensively in Europe. The majority of Paradigm’s clients come from selling arrangements with firms in Ohio, Texas and Italy. Moreover, Paradigm has a selling agreement with the Concord Equity Group, an asset management company principally located at 100 Matawan Road, Matawan, New Jersey. Paradigm has marketed to this database extensively.

7. Paradigm also markets and sells a multi-strategy fund, an SEC registered product, through a sales force located in New Jersey.

8. Upon information and belief, Paradigm consists of three principles or control persons: Hunter Biden, James B. Biden and James M. Park.

9. Upon information and belief, Hunter Biden has a primary residence located at 4829 Loughboro Road, Washington, D.C. 20016-3454.

10. Upon information and belief, James B. Biden has a primary residence located at 200 Trianon Lane, Villanova, Pennsylvania 19085.

11. Upon information and belief, James M. Park has a primary residence located at 550 Lowell Street, Lexington, Massachusetts. 02420-1919.

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

12. On January 10, 2007 Provini entered into a written contract of employment with Paradigm, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference. (“the Contract”).

13. Pursuant to the Contract, as compensation for his services, Provini was to receive a salary at the monthly rate of \$15,000.00 less applicable taxes and withholdings, payable in accordance with Paradigm’s normal payroll practices.

14. The Contract further provided that if neither party terminated the agreement by June 1, 2007, the monthly rate would be increased to \$40,000.00.

15. The Contract commenced on January 10, 2007 and Provini was paid accordingly. Neither party terminated the Contract by June 1, 2007 and Provini’s monthly rate of compensation was increased to \$40,000.00.

16. Paradigm terminated Provini from his employment effective February 10, 2008.

17. The Contract stated, after June 1, 2007, if Provini was terminated, Paradigm would be responsible for continuing the monthly payments to Provini for a period of three (3) years.

18. On or about March 14, 2008, Provini, by and through legal counsel, made demand for continuous payment pursuant to the Contract as well as for reimbursement of expenses in the amount of \$39,674.13 incurred in the course of his employment with Paradigm.

19. To date, Paradigm has failed to respond to Provini's demand for payment and reimbursement and has not made any further payments to Provini beyond the February, 2008 monthly payment.

20. Paradigm currently owes Provini under the Contract the total sum of \$919,674.13.

COUNT ONE

21. Plaintiff repeats and re-alleges the allegations set forth in Paragraphs 1 through 20 of this Complaint as if fully set forth herein.

22. The Contract by and between Provini and Paradigm called for Paradigm to pay Provini a monthly payment of \$40,000.00 for a period of three (3) years.

23. Paradigm has wrongfully refused to make payment to Provini under the Contract, there being a balance due and owing of \$919,674.13.

WHEREFORE, Plaintiff Charles Provini demands judgment against Defendant Paradigm Global Advisors, LLC in the amount of \$919,674.13, plus interest, costs of suit, and all other relief the court deems just and proper.

COUNT TWO

24. Plaintiff repeats and re-alleges the allegations set forth in Paragraphs 1 through 23 of this Complaint as if fully set forth herein.

25. On or about January 10, 2007, Provini and Paradigm entered into a valid and binding contract of employment.

26. Paradigm was required to pay Provini under the Contract a monthly payment of \$40,000.00 for a period of three (3) years.

27. Paradigm wrongfully breached the Contract by failing to pay Provini compensation beyond February, 2008.

WHEREFORE, Plaintiff Charles Provini demands judgment against Defendant Paradigm Global Advisors, LLC in the amount of \$919,674.13, plus interest, costs of suit, and all other relief the court deems just and proper.

COUNT THREE

28. Plaintiff repeats and re-alleges the allegations set forth in Paragraphs 1 through 27 of this Complaint as if fully set forth herein.

29. Paradigm owed an implied duty of good faith and fair dealing to Provini under the Contract.

30. Paradigm breached the duty of good faith and fair dealing to Provini by inappropriately failing to pay Provini the agreed upon compensation.

31. As a result of the conduct of Paradigm, Provini has been damaged.

WHEREFORE, Plaintiff Charles Provini demands judgment against Defendant Paradigm Global Advisors, LLC in the amount of \$919,674.13, plus interest, costs of suit, and all other relief the court deems just and proper.

JURY DEMAND

Plaintiff hereby demands trial by jury on all issues so triable.

**ARSENEAULT, WHIPPLE, FARMER,
FASSETT & AZZARELLO, LLP**

Attorneys for Plaintiff
Charles Provini

By: s/Thomas M. Lenney
Thomas M. Lenney (TML 2867)

Dated: June 12, 2008

Exhibit A

To

Complaint

PARADIGM GLOBAL ADVISORS, LLC
650 Fifth Avenue
17th Floor
New York, New York 10019

January 10, 2007

Charles Provini

Re: Offer of Employment

Dear Charles:

PARADIGM Global Advisors, LLC ("Paradigm") is pleased to offer you employment as President of Paradigm with such employment commencing on the date of your acceptance of this offer. This letter states the terms and conditions under which you will be employed.

As President your responsibilities will include general charge over the business and affairs of Paradigm, subject to the supervision and authority of the board of directors of Paradigm, presently James B. Biden and R. Hunter Biden. You shall devote substantially your entire business time and energy to the performance of your duties.

As compensation for your services, you will receive a salary at the monthly rate of \$15,000, less applicable taxes and withholdings, payable in accordance with Paradigm's normal payroll practices. If neither party terminates this agreement by June 1, 2007, the monthly rate will be increased to \$40,000.

You shall be eligible for paid time off in accordance with Paradigm's policies. You shall be eligible for benefits offered to other employees of Paradigm, subject to the terms of each respective benefit plan, which terms may be amended from time to time by Paradigm or the relevant provider in their sole discretion. All compensation paid to by Paradigm shall be subject to applicable taxes and withholdings.

Your employment shall be at-will, meaning that either you or Paradigm may terminate your employment at any time for any reason. After June 1, 2007, if the employee is terminated, Paradigm will be responsible for continuing these monthly payments for a period of three years unless the termination is "for cause" which means by reason of any of the following:

- (A) Employee's conviction of, or plea of nolo contendere to, any felony or to any crime or offense causing substantial harm to the Corporation (whether or not for personal gain) or involving acts of theft, fraud or embezzlement;
- (B) willful and intentional misuse or diversion of any of the Corporation's funds;
- (C) embezzlement; or

- (D) fraudulent or willful and material misrepresentations or concealments on any written reports submitted to the Corporation.

You shall not, during the term of your employment with Paradigm or at any time thereafter, directly or indirectly disclose, in whole or in part, Confidential Information to any person or entity for any reason or purpose whatsoever, except on behalf of Paradigm in accordance with its policies, or make use of any Confidential Information for your own purposes or for the benefit of any person or entity other than Paradigm in accordance with Paradigm's policies. You shall take all reasonable precautions to prevent any unauthorized disclosure of Confidential Information. For purposes of this letter agreement, "Confidential Information" shall mean, without limitation, all information concerning Paradigm's clients, prospective clients, investors, prospective investors, client and investor contact persons, business plans, finances, investment strategies, investment techniques, investment products, research, market intelligence, methods, models, essential ideas, employees, partners and other proprietary information, including, but not limited to, information obtained, gathered, compiled or supplemented by you or under your supervision during the course of your employment with Paradigm in any form, whether oral, written or machine readable.

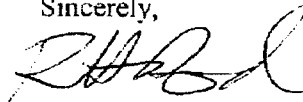
In the event of your breach of the covenants contained in the foregoing paragraph, Paradigm will suffer immediate and irreparable injury. Paradigm shall be entitled to temporary and permanent injunctive relief to prevent or stop a breach of any of the covenants in this letter agreement. If it becomes necessary for Paradigm to seek judicial remedies with respect to the breach or anticipated breach of this letter agreement, Paradigm shall be entitled, in addition to all other remedies, to recover from you all costs of such judicial action, including reasonable attorneys' fees.

This letter agreement contains the entire agreement and understanding between Paradigm and you with respect to the subject matter contained herein, supersedes all prior agreements, written or oral, concerning your employment, and may be modified only by a written instrument executed by Paradigm and you. This letter agreement shall be governed by New York law, without respect to conflicts of law principles.

This offer of employment will expire five days from the date of this letter if not accepted by you before such date. Please indicate your acceptance of this offer by signing this letter in the space provided below.

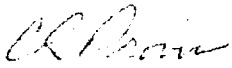
We are excited about your potential employment with Paradigm and look forward to your joining us in the development of a leading asset management business.

Sincerely,



R. Hunter Biden
Acting Chief Executive Officer

Agreed and Accepted:



Charles Provini

January 10, 2007

Date

JS 44 (Rev. 12/07, NJ 5/08)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Charles Provini

(b) County of Residence of First Listed Plaintiff Monmouth

(c) Attorney's (Firm Name, Address, Telephone Number and Email Address)

Thomas M. Lenney, Esq. (TML2867)
 Arseneault, Whipple, Farmer, Fassett
 & Azzarello, LLP
 560 Main Street, Chatham, NJ 07928
 973-635-3366 lenney@awffa.com

DEFENDANTS

Paradigm Global Advisors, LLC

County of Residence of First Listed Defendant Out of State

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question (U.S. Government Not a Party)
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- (For Diversity Cases Only)
- | | | | | | |
|---|---|--------------------------------|---|--------------------------------|---------------------------------------|
| Citizen of This State | PTF <input checked="" type="checkbox"/> 1 | DEF <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | PTF <input type="checkbox"/> 4 | DEF <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input checked="" type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutional of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTIONCite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. 1332

Brief description of cause:

Contract claim stemming from employment agreement.**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23
 DEMAND \$ 919,674.13 CHECK YES only if demanded in complaint:
 JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S)

(See instructions):

JUDGE _____

DOCKET NUMBER _____

Explanation:

DATE

SIGNATURE OF ATTORNEY OF RECORD

6/12/2008 s/Thomas M. Lenney

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553
Brief Description: Unauthorized reception of cable service

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases. Provide a brief explanation of why the cases are related.

Date and Attorney Signature. Date and sign the civil cover sheet.